



Cool Savings Program Application & Customer Grant Agreement

For the State of California's "Cool Savings with Cool Roofs" Program

To be considered for a rebate, this form must be completely filled in by the building owner or property manager of the building and sent to a Program Administrator prior to the installation of a cool roof.

For more information see www.energy.ca.gov/peakload or call (888) 891-COOL.

Building Information

Building Name: _____
Address _____

Street City Zip Code
Circle One: Office School Retail Warehouse Industrial Cold-Storage Multi-Family Other
Number of Stories: _____ Total Square Footage: _____ (sq.ft.)
Building has _____ sq.ft. of air conditioned or refrigerated space (air conditioned space must be electrically-powered, compressor-based)

Building Owner/ Property Manager Information

Contact: _____ Title: _____
Company Name: _____
Address _____

Street City Zip Code
Telephone: _____ Fax: _____

Roof Information

Estimated (Net) Roof Square Footage over Air Conditioned Space*: _____ sq.ft.
* Note: Do not include roof overhangs or other space without air conditioned (or refrigerated) areas below roof.
Current Surface Material & Color _____
Est. Roof/Ceiling Insulation R-Value to be Added (0 if "none"): R - _____

Project Information

Roofing Project Status
☐ I need help finding the right cool roofing product & contractor
☐ I've identified a roofing contractor and cool roofing product
If requesting rebate for roof/ceiling insulation, complete the following:
➤ Specify existing roof/ceiling insulation: R-_____;
➤ Specify new added insulation: R-_____
Installation Date (scheduled start date of roofing work) _____.

Affidavit

I understand the Roof Product I choose must meet the Cool Savings Program Guidelines in order to qualify for a rebate, including special warranty provisions. I have read and agree to the terms and conditions listed on the reverse side of this form and certify that the information above is true and correct to the best of my knowledge.

Signature _____ Date _____

Print Name _____

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1. It is the sole responsibility of the building owner or property manager ("customer") to:

- a) Enter into agreement with contractor for the roofing work.
- b) Ensure that the agreement with the roofing contractor specifies that the work done will be in compliance with the Cool Savings Program Guidelines in order to be eligible for the rebate payment. These guidelines can be downloaded from the following website at: http://www.energy.ca.gov/peakload/cool_roofs.html
- c) Ensure the roof work is completed and all final documents as indicated in section 1d for rebate payment are submitted to the Program Administrator no later than May 1, 2003. Program funds will be disbursed on a first-come, first-served basis until the funds are exhausted or until May 1, 2003, whichever comes first.
- d) Submit a request for payment for reimbursement of the cool roof application, and provide an invoice from the roofing contractor that includes the name of the product and product manufacturer for the cool roof material(s) used. The number of square feet actually completed also must be included and a description of the work completed (i.e. roof, ducts, insulation, or all), so the Program Administrator can calculate the final rebate amount. Also, if insulation work was done, provide a copy of the invoice from the insulation contractor including material used and applied thickness. The amount of the rebate given is based on the square feet of qualifying insulation and/or cool surface as specified in the Cool Savings Program Guidelines.
- e) Following receipt of the request for payment, invoice from roofing contractor and after the Program Administrator verifies that all program requirements have been met, the Program Administrator shall apply to the California Energy Commission for the rebate payment and send a check to the customer within 14 days of receiving payment from the California Energy Commission.

2. Customer agrees to the following:

- a) **Indemnification** – The customer agrees to indemnify, defend, and save harmless the California Energy Commission, State of California, its officers, agents, and employees from any and all claims and losses accruing or resulting to customer and to any and all contractors, subcontractors, materialmen, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged in the performance of this agreement.
- b) **Assignment**— This agreement is not assignable or transferable by customer either in whole or in part without the written consent of the Program Administrator.
- c) **Amendment**—This agreement is not to be amended without the written consent of the Program Administrator. This agreement represents the entire agreement of the parties.
- d) **Governing Law.** This agreement shall be governed by the laws of the State of California and venue shall be in the County of the Program Administrator's office.
- e) **Time.** Time is of the essence in performance of this agreement.
- f) **Severability.** If any portion of this agreement is found to be invalid, all other portions of this agreement remain in effect.
- g) **Program Evaluation, Monitoring Verification, Random Audits, Record Retention and Access to Buildings** – Customer agrees to allow the California Energy Commission, its agent or any agency of the state,

upon written request, reasonable access to the building(s) to monitor or verify savings and collect data, and the right of audit or inspection of all records that pertain to the project for a period of three years after payment of rebate to customer. Customer agrees to retain related project records during this time.

h) Waiver - No waiver of any breach of this agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this agreement shall be taken and construed as cumulative, in addition to every other remedy provided therein or by law.

i) Termination of Grant Rebate Agreement—This project may be terminated as follows:

With Cause: In the event of any breach by the customer of the conditions in this agreement, the Program Administrator may, without prejudice to any of its legal remedies, terminate this agreement for cause upon five (5) days written notice to customer.

Without Cause: The Program Administrator may, at its option, terminate this agreement without cause in whole or in part, upon giving thirty (30) days advance notice in writing to the customer by certified mail. In such event, the customer agrees to use all reasonable efforts to mitigate the customer's expenses and obligations. The Program Administrator shall pay the customer for all satisfactory services rendered and expenses incurred within 30 days after such notice of termination which could not by reasonable efforts of the customer have been avoided, but not in excess of the maximum payable under this agreement.

j) Insurance - Customer must maintain adequate comprehensive general liability and worker's compensation insurance.

k) Union Organizing - Customer certifies that it shall not use funds from this agreement to assist, promote, or deter union organizing. Customer shall account for funds allocated for specific expenditures under this agreement and shall retain records to show no state funds were used for union organizing.

l) Compliance with law - Customer shall comply with all applicable federal, state and local laws, rules and regulations in performance of the agreement.

m) Cool Savings Program Participant List—Customer agrees to have its building name, location, cool roof product, and cool roofing contractor posted on the program web site.

3. Roof work and contractor selection.

- a) It is highly recommended that customers get at least three competitive bids for roof work before selecting a roofing contractor.
- b) Contractors chosen to perform this work must be properly licensed contractors in the State of California. It is highly recommended that customers contact the California Contractor's State License Board to confirm the roofing contractor's license and advice on construction contract requirements.
- c) The contractor shall obtain all necessary construction permits.
- d) The roof work shall meet all applicable federal, state and local laws, regulations, rules codes and standards.
- e) The roofing contractor and/or roofing product manufacturer must warrant that any materials and equipment supplied to the customer shall be free from original defects in materials, workmanship, design and installation, including but not limited to cracking, flaking, peeling, bubbling, blistering and leaking, for 5 years from the date of completion of installation, and must guarantee free labor for any materials and/or repairs needed within 2 years.